

FULTON COUNTY PURCHASING DEPARTMENT

| REQUEST FOR QUOTE NUMBER |). | 07GS59416YA | |
|---|--|---|--|
| WILL BE RECEIVED UNTIL CLO | JANUARY 16, 2008 | | |
| DESCRIPTION: SIGN MAKING S GENERAL SERVICES DEPARTM | | | |
| Return to: Responses may be submitted for quo www.fultonvendorselfservice.co.fult | | ı at | |
| FAX QUOTES ARE ACCEPTABLE | | rchasing & Contract Compliance te 1168 | |
| 404-893-1726 | (404) 730-5800 | | |
| ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE. | | | |
| CONTACT NAME: Gertis Strozier | E-Mail Address : gertis.strozier@fultoncountyga.gov | Telephone Number: 404-730-5826 | |
| All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County. | | | |
| Company Name: | | | |
| Company Address: | | | |
| City | State Zip Co | ode | |
| Telephone Number: Fa | ax Number: E-Mail A | ddress: | |
| RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED. | | | |
| Person submitting QUOTE: (Please Pri | nt) | Date | |
| Title | | | |
| *Signature of the person submitting QUOTE: | | | |
| *This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. | | | |
| NO BID: REASON: | | | |

REQUEST FOR QUOTE GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

- 1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
- 2. **SUBMISSION OF RESPONSES.** Responses may be submitted for quotes on the Vendor Self Service system at www.fultonvendorselfservice.co.fulton.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.
- 3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
- 4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
- 5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
- 6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
- 7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
- 8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
- 9. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
- 10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
- 11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

- 12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
- 13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
- 14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
- 15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
- 16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
- 17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
- 18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
- 19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
- 20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

| COMPANY: | SIGNATURE: | |
|----------|------------|-------|
| NAME: | TITLE: | DATE: |

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 07 GS59716YA Opening Date: January 16, 2008

Sign Making Services & Supplies General Services Department

1. **DESCRIPTION**

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide sign making services and supplies for the General Services Department from date of award and continuing for twelve (12) consecutive months.

2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer at (404) 730-5826 or by e-mail gertis.strozier@fultoncountyga.gov with any procedural or technical questions. All questions should be submitted in writing to the Department of Purchasing & Contract Compliance contact person. Any responses made by the County will be provided in writing to all Quoters by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorselfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

The sign-making supplies and the sign machine servicing, will use the information listed in section 4 labeled, Pricing Sheets. The sign-making services will need a range for making two (2)-inch x ten (10)-inch "slide-in" nameplates to a 4-ft x 4-ft double-faced "For Sale" sign with an interior angle of sixty (60°) degrees formed by the two (2) faces, mounted on ten (10)-foot wooden posts, with an overall above ground height of eight (8)-feet. For the non-routine jobs like the "For Sale" sign, vendor will be required to provide separate pricing on a job-by-job basis before authorization is granted.

4. PRICING SHEETS

Note: No Trip/Truck charges or any other charges shall be admissible with this quote.

Sign-Making Materials (20% weight factor)

To determine lowest quoted price for sign-making materials, we are purchasing one (1) item from each line and that cost added up shall include the total cost. We shall only consider the percent discount if there are ties in the total cost.

Submittals

The vendor must list manufacturers' model designations, unit prices, and applicable discounts.

Vinyl Plotter Tape

17.

18.

All tape supplied must be suitable for use in a Graphtec cutting Pro FC2100-50 sign machine. Suggested manufacturers are: 3M, SPAR- CAL, Gerber or approved equivalent or greater (to be determined by the end user).

| determined by the end user). | | | |
|---|-------------------------------------|---|----------------------------------|
| Description | Manufacturer's Name/ Item Number | Estimated Quantity | Unit Price |
| 1. 10 Yards X 20" 2. 50 Yards X 20" | | 8 Rolls 15 Rolls | \$ \$ |
| Transfer Tape | | | |
| Suggested Manufactur determined by the end | | R-Tape or approv | red equivalent or greater (to be |
| Description | Manufacturer's Name/ Item Number | Estimated Quantity | Unit Price |
| 3. 10 Yards x ½" 4. 10 Yards x 1-1/4" 5. 10 Yards x 2-1/4" 6. 10 Yards x 3-1/4" 7. 10 Yards x 4-1/4" 8. 10 Yards x 6-1/2" 9. 10 Yards x 8-½" 10. 10 Yards x 10-1/2" 11. 10 Yards x 12-1/2" 12. 10 Yards x 20" Masking Tape Suggested Manufacture end user). | | 15 Rolls 10 Rolls 10 Rolls 12 Rolls 10 Rolls 15 Rolls 10 Rolls 10 Rolls 10 Rolls Rolls 8 Rolls 10 Rolls | \$ |
| Description | Manufacturer's Name/ Item Number | Estimated Quantity | Unit Price |
| 13. 10 Yards x 3-1/4" 14. 10 Yards x 4-1/4" 15. 10 Yards x 6-1/2" | | 10 Rolls 10 Rolls 10 Rolls | \$ \$ \$ |
| Sign Machine Services (10% weight factors) | | | |
| 16. Provide repair | service to a Graph-Tech Cutti | ng Pro Model #FO | C2100-50 Sign Machine on-site |
| \$ | / Hour for normal hours | | |

Provide repair service to a Graph-Tech Cutting Pro Model #FC2100-50 Sign Machine on-site

Using these rates indicate your total price for three (3) hours of work during the normal

\$_____/ Hour weekends, after normal hours and County holidays

business day, plus another one (1) hour of work on a Saturday: \$_

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Sign-Making Services (70% weight factors)

Provide sign making services using Graph-Tech Pro Model #FC2100-50 sign machine and supplies available at Fulton County:

| 1.0 | Φ | /T T | C | 1.1 |
|-----|----|-------|-----------|---------|
| 19. | \$ | /Hour | for norma | l hours |

- 20. \$_____/Hour during weekends, after normal hours and County holidays
- 21. Using these rates indicate your total price for five (5) hours of work during the normal business day, plus another two (2) hours of work on a Saturday: \$_____

Provide sign making services using sign machine and supplies provided by the vendor

- 22. \$_____/Hour for normal hours
- 23. \$_____/Hour during weekends, after normal hours and County holidays
- 24. Using these rates indicate your total price for five (5) hours of work during the normal business day, plus another two (2) hours of work on a Saturday: \$_____
- 25. Use the following information to provide a price for the following typical large sign job:

Note: All work is done during normal business hours.

Prepare and install a 4-ft x 4-ft double-faced "For Sale" metal sign with an interior angle of sixty (60°) degrees formed by the two (2) faces, mounted on three (3), ten (10)-foot wooden posts (in a triangular shape when viewed from above), with an overall above ground height of eight (8)-feet. Each of the two (2) signs shall be white background with black lettering. The layout of the Fulton County logo and lettering each sign is as shown on the next page.

Installed price: \$_____



5. SPECIAL CONDITIONS/INSTRUCTIONS

The items and quantities listed above are only a sample of the products that the Department may purchase from the vendor and will be used for price comparison between vendors. The quantities may vary and all items shown are not necessarily going to be ordered.

Orders will be made from this quote and the manufacturers' printed product price list (s) with the applicable discount applied.

For sign making services, the person should be proficient and qualified in sign making using computer aided sign machine and shall have good computer graphic skills. Occasionally, for certain signs, the vendor may be asked to perform this task using sign machine and supplies in the General Service Department.

The apparent silence of this specification, and any supplement thereto, as to details, or the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. In the event of any dispute arising out of the interpretation of the specification, the interpretation by the General Services Department shall prevail.

Inventory

| Indicate where you ha | ve an inventory of sign-making supplies available. |
|-----------------------|--|
| Location: | |
| | |

Alternative and/or Equal

Vendors offering other than the referenced product must submit with their quotes appropriate product literature, properly marked with vendor's name and item numbers to support equality of proposed alternative with stated brands and/or products.

Vendors may be asked to submit at no cost to Fulton County, a product sheet and/or a sample of an item quoted. Failure to submit the product sheet or sample within ten (10) days will be grounds for rejection. The sample will be properly marked with vendor's name (s) as specified. When requested, the product literature must include a detailed descriptive of the item(s).

Delivery

Delivery requirements will be as required by the individual department managers. The vendor is required to respond to request in accordance with the following criteria:

A. Emergency Request: Delivered within twenty-four (24) hours.
 B. High Priority Request: Delivered within three (3) business days.
 C. Routine (or "Scheduled") Request: Delivered within five (5) business days.

Prices quoted will include all transportation charges fully prepaid to any of the following three locations: The Fulton County General Services Department Inventory Control, 3929 Aviation Circle, Building C, Atlanta, Georgia; The Government Center Loading Dock, 141 Pryor Street, Atlanta, Georgia; or the Fulton County Justice Center, 160 Pryor Street, Atlanta, Georgia.

The following personnel have authorization to place an order for these services and supplies:

Operations Support Service Area Manager Building Maintenance Manager/Contract Administrator Building Mechanic Manager

Note: Failure to obtain proper authorization prior to responding to calls may result in nonpayment of invoices.

Awards

Vendors must quote on all items listed in section 4. DO NOT LEAVE BLANKS. State "No Charge" or "No Quote" where applicable. Fulton County may not purchase all the items listed in this section.

Evaluation

Seventy (70%) percent of the workload associated with this quote is sign-making services. Therefore, when evaluating the quotes, we have already assign weights to the quoted price structure accordingly to determine the responsive and responsible vendor who submitted the overall lowest quote.

Invoicing

Send all invoices to the following address only:

General Services Department 125 Willis Mill Road SW Atlanta, GA 30311

Attn: Building Maintenance Manager/Contract Administrator

6. INSURANCE & RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

| EMPLOYER'S LIABILITY | BY ACCIDENT | - EACH ACCIDENT | \$ 500,000 |
|----------------------|-------------|-----------------|------------|
| INSURANCE | BY DISEASE | - POLICY LIMIT | \$ 500,000 |
| (Aggregate) | BY DISEASE | - EACH EMPLOYEE | \$ 500,000 |

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

| | Bodily Injury and Property Damage Liability | y Each Occurrence | \$1,000,000 |
|----|--|---|-------------|
| | (Other than Products/Completed Operations) | General Aggregate | \$2,000,000 |
| | Do. 1-4-\C1-4-1-0 | A T invit | ¢1 000 000 |
| | Products\Completed Operation | Aggregate Limit | \$1,000,000 |
| | Personal and Advertising Injury | Limits | \$1,000,000 |
| | Fire Damage | Limits | \$100,000 |
| 3. | BUSINESS AUTOMOBILE LIABILITY INSUF Combined Single Limits (Including operation of non-owned, owned, | Each Occurrence | \$1,000,000 |
| 4 | ELECTRONIC DATA PROCESSING LIABILITY | ГУ | |
| | (Required if computer contractor) | Limits | \$1,000,000 |
| 5. | UMBRELLA LIABILITY (In excess of above noted coverage's) | Each Occurrence | \$2,000,000 |
| | (====================================== | | 4-,***,*** |
| 6. | PROFESSIONAL LIABILITY (Required if respondent providing quotation | Each Occurrence for professional services). | \$1,000,000 |
| 7 | EIDELIEW DOND | | |
| 7. | FIDELITY BOND | | |
| | (Employee Dishonesty) | Each Occurrence | \$100,000 |

8. BUILDERS RISK Contractor will provide 'All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sublimits of insurance and deductibles:

Sublimits:

Property in Transit \$1,000,000 Property in Offsite Storage \$1,000,000 Plans & Blueprints \$25,000

Debris Removal 25% of Insured Physical Loss

Delay in Completion / Soft Cost TBD

Deductibles:

Flood and Earthquake \$25,000
Water Damage other than Flood \$100,000
All other Perils \$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, subsubcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an <u>Additional Insured</u> (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that Insurance in no way limits the Liability of the Contractor/Vendor.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from

and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

| COMPANY: | SIGNATURE: |
|----------|------------|
| NAME: | TITLE: |
| DATE: | |